

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION**

RHONDA BREAUX

CASE NO. 2:23-CV-01365

VERSUS

JUDGE JAMES D. CAIN, JR.

NOVO NORDISK INC ET AL

MAGISTRATE JUDGE KAY

JUDGMENT

For the reasons stated in the accompanying Memorandum Ruling, the court hereby **ORDERS, ADJUDGES, and DECREES** that the Motion to Dismiss [doc. 22] be **GRANTED** as to the express warranty claim and **DENIED** in all other respects. Accordingly, plaintiff's breach of express warranty claim is hereby **DISMISSED**, without prejudice to her right to amend the complaint within thirty days and cure the deficiencies noted in the court's ruling. If plaintiff fails to file an amended complaint within that time period, or if the amendment does not cure those deficiencies, the breach of express warranty claim will be dismissed with prejudice.

THUS DONE AND SIGNED in Chambers on the 12th day of December, 2023.

A handwritten signature in black ink, appearing to read 'James D. Cain, Jr.', is written over a horizontal line.

**JAMES D. CAIN, JR.
UNITED STATES DISTRICT JUDGE**